



**MINUTES AND MEMORANDA OF A MEETING
OF
THE BOARD OF DIRECTORS OF
INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

Held: August 22, 2019

A regular meeting of the Board of Directors of the Indiana Housing and Community Development Authority (“IHCDA” or “Authority”) was held on Thursday, August 22, 2019 at 10:00 a.m. Central Time (11:00 a.m. Eastern Time) at Jacob’s Village Apartments, 7200 Jacob’s Village Drive, Evansville, Indiana 47720. *Evansville is located in the Central Time Zone.

The following individuals were present at the meeting: Lieutenant Governor Suzanne Crouch; Mark Wuellner (Indiana Treasurer of State designee); Mark Pascarella (Indiana Public Finance Director designee); Board Member, J. June Midkiff; Board Member, Michael Schopmeyer; J. Jacob Sipe (IHCDA Executive Director); members of the staff of the Lieutenant Governor, members of the staff of the Authority, and the general public. Board Member, Tom McGowan and Board Member Andy Place, Sr. were not in attendance.

Suzanne Crouch served as Chair of the meeting, and upon noting the presence of a quorum, called the meeting to order. Shenna Robinson served as Secretary.

I. Approval of Minutes

A. Meeting Minutes

A motion was made by Mark Wuellner to approve the July 25, 2019 Meeting Minutes, which was seconded by J. June Midkiff and the following Resolution was unanimously approved:

RESOLVED, the Minutes of the Board meeting held on July 25, 2019 are hereby approved to be placed in the Minute Book of the Authority.

II. Real Estate

A. Bond Volume/4% Credits – Friendship House

Chairman Crouch recognized Peter Nelson, who presented a Bond Volume/4% Credits – Friendship House.

Background:

IHCDA is empowered to act as the housing credit agency for the State to administer, operate, and manage the allocation of the Internal Revenue Service Section 42 low-income housing tax credits (LIHTC). The purpose of LIHTC is to provide an incentive for private developers and investors to provide more affordable rental housing. This may be accomplished by new construction and rehabilitation of existing structures.

Process:

On January 1, 2019, IHCDA began the 2019A-B bond round for multi-family bond volume. The 1st application received and reviewed represented a total development cost of \$26,994,485 with \$15,000,000 in bond volume and \$792,938 in LIHTC annually for 10 years to preserve 150 units and add 24 units of affordable housing.

Allied Real Estate Partners, LLC is proposing the rehabilitation of an existing 150 unit community in West Lafayette along with the new construction of a new wing with 24 additional units. The project contains one and two bedroom units and all will receive project-based rental assistance. The scope of work includes new appliances, range hoods with fire suppressors,

carpet, toilets, light fixtures, roll-in showers, elevator refurbishment, a new roof, and new and upgraded accessibility entrance ramps.

During the round, the Real Estate Department staff reviewed the application to ensure it met the criteria set forth in the 2018-2019 Qualified Allocation Plan. Additionally, on July 15, 2019 the applicant was given an opportunity to present information regarding the development to members of the Executive Committee and the Real Estate Department. The Development Funding Summary Sheet is attached hereto as Exhibit A.

Key Performance Indicators

AFFORDABLE UNITS PRESEVERED IN THE LAST THREE BOND ROUNDS		
Bond Round	# Affordable Units	Communities
2016A-B	393	Evansville, Fort Wayne
2017A-B	534	Indianapolis, Logansport
2018A-B	817	Bloomington, Evansville, Mishawaka, Indianapolis
2019A-B	224	Fort Wayne, Huntington
Total Units:	1,570	

Following discussion, a motion was made by Michael Schopmeyer to approve awarding \$15,000,000 in bond volume and \$792,938 in annual LIHTC to Friendship House Communities, LLC for Friendship House according to the terms of the 2019A-B Application Round, as recommended by staff. The motion was seconded by Mark Wuellner. The motion passed unanimously.

RESOLVED, that the Board approve awarding \$15,000,000 in bond volume and \$792,938 in annual LIHTC to Friendship House Communities, LLC for Friendship House according to the terms of the 2019A-B Application Round, as recommended by staff.

B. Bond Volume/4% Credits – Sweet Galilee at the Wigwam

Chairman Crouch recognized Peter Nelson, who presented a Bond Volume/4% Credits – Sweet Galilee at the Wigwam.

Background:

IHCDA is empowered to act as the housing credit agency for the State to administer, operate, and manage the allocation of the Internal Revenue Service Section 42 low-income housing tax credits (“LIHTC”). The purpose of the LIHTC is to provide an incentive for private developers and investors to provide more affordable rental housing. This may be accomplished by new construction and rehabilitation of existing structures.

Process:

IHCDA opened the HOME Homebuyer Funding Round on April 1, 2019. The application and policy included changes to align with the U.S. Department of Housing and Urban Development (HUD)’s updated guidance on Homebuyer activities, including new requirements on underwriting standards, lending practices and housing counseling. IHCDA held two technical assistance webinars to discuss the new HUD regulations associated with the homebuyer program, provide an overview of the application forms, policy and underwriting workbooks, and answer any additional questions for those interested in applying.

On January 1, 2018, IHCDA began the 2018A-B bond round for multi-family bond volume. The 5th application received and reviewed represented a total development cost of \$29,856,965 with \$19,350,000 in bond volume and \$1,029,880 in LIHTCs annually for 10 years to create 130 units of affordable housing. The initial application also included a request for a \$500,000 Affordable Housing and Community Development Fund loan.

BWI, LLC is proposing the new construction of a four story, 130 unit assisted living facility in Anderson, Indiana. The development will provide independent living along with an array of personal care and supportive services to residents age 62 and older. The development will contain a fitness room, activity rooms, library, a dining room and commercial kitchen serving three meals a day. Certified staff will be on duty 24 hours a day. The development is within close proximity to local amenities that will benefit residents and their families, as well as employees and visitors.

During the round, Real Estate Department staff reviewed the application to ensure it met the criteria set forth in the 2018-2019 Qualified Allocation Plan. Additionally, on August 6, 2019 the applicant was given an opportunity to present

information regarding the development to members of the Executive Committee and the Real Estate Department. The Development Funding Summary Sheet is attached hereto as **Exhibit B**.

Key Performance Indicators

AFFORDABLE ASSISTED LIVING UNITS CREATED IN 2018 BOND ROUND			
Location	# Affordable Units	Construction Type	Development Type
Newburgh	120	New construction	Affordable assisted living
Plainfield	131	New construction	Affordable assisted living
Fort Wayne	88	New construction	Affordable assisted living
Fishers	123	New construction	Affordable assisted living
Fort Wayne	119	New construction	Affordable assisted living
Columbus	114	New construction	Affordable assisted living
Total Units:	695		

Following discussion, a motion was made by Mark Pascarella to approve awarding \$19,350,000 in bond volume, \$1,029,880 in annual LIHTC, and \$500,000 in Affordable Housing and Community Development Fund funding to Sweet Galilee at Wigwam, LLC for Sweet Galilee at the Wigwam according to the terms of the 2018A-B Application Round, as recommended by staff. The motion was seconded by Michael Schopmeyer. The motion passed unanimously.

RESOLVED, that the Board approve awarding \$19,350,000 in bond volume, \$1,029,880 in annual LIHTC, and \$500,000 in Affordable Housing and Community Development Fund funding to Sweet Galilee at Wigwam, LLC for Sweet Galilee at the Wigwam according to the terms of the 2018A-B Application Round, as recommended by staff.

C. Bond Volume/4% Credits – A Safe Haven Veterans Apartments

Chairman Crouch recognized Alan Rakowski, who presented a **Bond Volume/4% Credits – A Safe Haven Veterans Apartments**.

Background:

IHCDA is empowered to act as the housing credit agency for the State to administer, operate, and manage the allocation of the Internal Revenue Service Section 42 low-income housing tax credits (“LIHTC”). The purpose of the LIHTC is to provide an incentive for private developers and investors to provide more affordable rental housing. This may be accomplished by new construction and rehabilitation of existing structures.

Process:

On January 1, 2018, IHCDA began the 2018A-B bond round for multi-family bond volume. The 14th application received and reviewed represented a total development cost of \$13,289,583 with \$11,500,000 in bond volume and \$404,471 in LIHTC annually for 10 years to create 75 units of affordable housing. The initial application also included a request for a \$7,900,000 Community Development Block Grant Disaster Recovery (“CDBG-DR”) loan.

A Safe Haven Foundation is proposing the new construction of a three story common corridor building with 75 one-bedroom units to address the needs of homeless veterans in Lake County. The project will include a community room and supportive service space and has received an allocation of 75 project-based Veterans Affairs Supportive Housing (“VASH”) vouchers. The project is located near several amenities including the Adam Benjamin VA Outpatient Clinic which is less than 3 miles from the development site.

During the round, the Real Estate Department staff reviewed the application to ensure it met the criteria set forth in the 2018-2019 Qualified Allocation Plan. Additionally, on August 12, 2019 the applicant was given an opportunity to present information regarding the development to members of the Executive Committee and the Real Estate Department. The Development Funding Summary Sheet is attached hereto as **Exhibit C**.

Key Performance Indicators

- 223 total permanent supportive housing units for veterans in IHCDA’s portfolio prior to funding this development. 203 of those units were funded with LIHTC.

- IHCDCA will continue to track reduction of veterans experiencing homelessness.

Following discussion, a motion was made by Michael Schopmeyer to approve awarding \$11,500,000 in bond volume, \$404,471 in annual LIHTC, and \$7,900,000 in CDBG-DR funding to A Safe Haven Veterans Apartments LP for A Safe Haven Veterans Apartments according to the terms of the 2018A-B Application Round, as recommended by staff. The motion was seconded by J. June Midkiff. The motion passed unanimously.

RESOLVED, that the Board approve awarding \$11,500,000 in bond volume, \$404,471 in annual LIHTC, and \$7,900,000 in CDBG-DR funding to A Safe Haven Veterans Apartments LP for A Safe Haven Veterans Apartments according to the terms of the 2018A-B Application Round, as recommended by staff.

D. VASH Project-Based Voucher Award- A Safe Haven Veterans Apartments

Chairman Crouch recognized Zach Gross, who discussed a recommendation regarding VASH Project-Based Voucher Award- A Safe Haven Veterans Apartments.

Background:

The Veteran Affairs Supportive Housing (“VASH”) program allows each Public Housing Agency (“PHA”) to provide Housing Choice Vouchers to Veterans in partnership with the Department of Veterans Affairs (“VA”). VASH provides tenant-based rental assistance and supportive housing to chronically homeless veterans. The Veteran receives supportive services from the VA.

The goal of the VASH program is to increase the supply of permanent supportive housing for homeless Veterans. Combining affordable housing with supportive services provides the needed stability for individuals to make effective use of treatment and lead productive lives. Project-basing VASH vouchers provides an essential inventory of supportive housing units to Veterans experiencing homelessness and allows these Veterans to be housed with a minimal housing search time.

In 2017, IHCDCA was awarded seventy-five (75) VASH vouchers to use in a development in Northwestern Indiana. Project-basing seventy-five (75) VASH vouchers in a single development will allow the VA to staff three (3) full-time caseworkers in the building.

Process:

As described in its Housing Choice Voucher Administrative Plan, IHCDCA may award project-based vouchers to proposals previously selected through a competitive process. A Safe Haven Veterans Apartments was selected through a competitive Request for Proposals process.

The award is contingent upon HUD’s approval of the Subsidy Layering Review.

Development Name: A Safe Haven Veteran Apartments			
Applicant: A Safe Haven Foundation			
Unit Size	Vouchers	Monthly Rent	Gross Annual Rent (Year 1)
1BR	75	\$880 (117% Current FMR)	\$ 792,000 (12 x \$880 x 75)
Housing Assistance Payment Agreement Term			15 Years

Key Performance Indicators

IHCDCA will track the following Key Performance Indicators for this VASH PBV award:

1. The utilization of awarded vouchers by the property
2. The total number of chronically homeless Veteran households served by the vouchers
3. Compliance of the development throughout the 15 year HAP Agreement

Following discussion, a motion was made by Mark Wuellner to approve an award of seventy-five (75) VASH Project-Based Vouchers to A Safe Haven Veterans Apartments LP for a period of fifteen (15) years based on 117% of the annual fair market rents (“FMR”) for Lake County, as recommended by staff. The motion was seconded by Michael Schopmeyer. The motion passed unanimously.

RESOLVED, that the Board approve an award of seventy-five (75) VASH Project-Based Vouchers to A Safe Haven Veterans Apartments LP for a period of fifteen (15) years based on 117% of the annual fair market rents (“FMR”) for Lake County, as recommended by staff.

E. Modular Workforce Housing Pilot Program Final Selections

Chairman Crouch recognized Chris Nevels, who discussed a recommendation regarding Modular Workforce Housing Pilot Program Final Selections.

Background:

IHCDA proposes to incentivize partnerships between not-for-profit organizations, local units of government, and modular housing manufacturers and dealers. Through this partnership, pre-existing Blight Elimination Program (“BEP”) lots in communities where economic and demographic data indicates a strong need for workforce housing will be utilized for the construction of single family modular homes. These homes will be marketed and sold to homeowners with incomes at or below 140% of Area Median Income (“AMI”). Participating not-for-profits will be able to retain the proceeds from these home sales to be used for the construction of additional single family affordable housing.

Process:

On April 25, 2019, the IHCDA Board of Directors passed a resolution approving the Modular Workforce Housing Pilot Program. On April 29, 2019, IHCDA released a Request for Qualifications (“RFQ”) with the intention of selecting up to two teams. Teams were composed of, at a minimum, a not-for-profit applicant, a representative of the local unit of government or BEP Program Partner, a representative from a modular housing dealer or licensed installer, and a licensed realtor or individual with extensive experience and knowledge of the region’s real estate market. Respondents were limited to communities that contained five or more lots demolished and cleared using BEP funds. A list of these communities was provided to potential respondents in the RFQ. IHCDA also provided an interactive map that respondents could use to identify BEP lots.

Responses were due on or before June 24, 2019. On May 12, 2019, IHCDA staff hosted a webinar to discuss the RFQ and provide technical assistance. Respondents were provided with an opportunity to ask staff questions during the webinar and slides were later made available to anyone unable to attend. An FAQ document was maintained throughout the application period in order to provide easily accessible answers to common questions.

IHCDA received a total of ten responses. Only responses that were received before the deadline of 5:00 pm Eastern Time on June 24, 2019, were accepted. Each qualifying response was reviewed by the review committee and ranked based on the requirements outlined in the RFQ. Responses were checked for completeness and to determine whether all threshold requirements were met. Any responses that failed to meet threshold requirements were not considered for funding.

The selected respondents will each receive \$500,000 in the form of a grant. This program will be funded using interest earned on TCAP loan payments. After being selected, teams will be required to identify potential homebuyers, complete and submit an IHCDA homebuyer application and proforma, and pass all threshold and underwriting requirements. IHCDA will continue to request regular updates on the respondents’ progress and will be available for technical assistance, if needed. The award is contingent upon HUD’s approval of the Subsidy Layering Review.

Key Performance Indicators:

IHCDA will track the following Key Performance Indicators in relation to the Modular Workforce Housing Pilot Program:

1. The number and locations of units created, as well as the total dollar amount recycled, through use of the Revolving Home Fund.
2. Data related to the efficiency of modular construction as a method for new construction of affordable housing, including the length of construction, project costs, and any delays or difficulties encountered.
3. Program design and implementation lessons and experiences from both selected respondents in order to determine future best practices for the program.

Summary of Responses Received:

Of the ten responses received, two are being recommended for funding, as identified in Table A below:

TABLE A

Applicant	Proposed Location	Homes Proposed	Amount Requested	LUG Representative	Modular Housing Representative	Realtor
Affordable Housing & Community Development Corporation	Marion, IN	6	\$500,000.00	Jess Alumbaugh, Mayor; Jerry Foustnight, Building Commissioner; Sam Ramsey, City Planning Director	Elite Homebuilders	Janet Barnett, RE/MAX Realty
LaCasa Inc.	Elkhart, IN	3	\$500,000.00	Abby Wiles, Assistant Director of Community Economic Development, City of Elkhart	Next Modular & Heckaman Homes	Mark & Jennifer Kern, Kern Realty

Following discussion, a motion was made by J. June Midkiff to approve funding in the form of grants using TCAP loan repayments in an aggregate amount not to exceed \$1,000,000.00 to the respondents as set forth in Table A, as recommended by staff. The motion was seconded by Mark Wuellner. The motion passed unanimously.

RESOLVED, that the Board approve funding in the form of grants using TCAP loan repayments in an aggregate amount not to exceed \$1,000,000.00 to the respondents as set forth in Table A, as recommended by staff.

III. Homeownership

A. Exploration of Loan Servicing Solutions

Chairman Crouch recognized Rich Harcourt and Kim Harris who discussed a recommendation regarding Exploration of Loan Servicing Solutions. The presentation is attached hereto as **Exhibit E**.

Background:

The purpose of this memo is to request the Board's approval to explore the current market for loan servicing platforms and issue a Request for Proposals ("RFP") for other loan servicing solutions, primarily master servicers. The RFP will be substantially similar to the document attached hereto as **Exhibit D** and will allow IHCD to select contractor to outsource the servicing of all of its single family mortgages.

IHCD currently outsources the servicing of its single family mortgages that are generated through its Homeownership Department programs to a contractor. This contractor has been in place with IHCD for over thirty (30) years through various acquisitions and mergers. In September of 2017, the Board approved the release of an RFP to select a consultant to develop and conduct a Feasibility Study and Implementation Plan. Frost & Sullivan was selected through this process. In April 2018, Frost & Sullivan completed an analysis of examining several scenarios around the mortgage servicing business, comparing various financial, strategic and operational factors in each scenario. As result of the study conducted by Frost & Sullivan, IHCD is requesting the Board's approval to explore these options.

In August 2019, the Loan Servicing Advisory Committee approved the IHCD's Homeownership Department's request to submit this recommendation to the Board. Issuing this RFP will allow IHCD to pursue the option of soliciting contractors, who can potentially provide more features, services and options.

Overall, moving forward with this initiative could provide IHCD's Homeownership Department with the opportunity to better serve the entire State of Indiana. Obtaining a contractor could provide IHCD with the following: (1) authority to establish all of the requirements for the lenders participating in IHCD programs, the current requirements often adversely impact smaller lenders in rural parts of the State; (2) the ability to offer superior customer service to participating lenders on loan reviews; and (3) the opportunity to implement new homeownership programs which will continue to expand IHCD's production and boost IHCD's market share.

Process:

After receiving approval from the Board, IHCD's Homeownership Department plans to issue the RFP on September 1, 2019. IHCD staff will review and evaluate the documentation that is submitted by each respondent in an effort to determine which offers the best option/solution for IHCD that will essentially increase overall mortgage production. This determination should be made by December of 2019 and brought back to the Board, as a recommendation, at the January 23, 2020 Board meeting. IHCD's Homeownership Department will also undertake further investigation into the current market for loan servicing platforms.

Following discussion, a motion was made by Michael Schopmeyer to approve IHCD's Homeownership Department to initiate the process described herein to review and evaluate the best solution(s) for servicing its single family mortgage loans and present its recommendations to the Board. The motion was seconded by Mark Pascarella. The motion passed unanimously.

RESOLVED, that the Board approve IHCD's Homeownership Department to initiate the process described herein to review and evaluate the best solution(s) for servicing its single family mortgage loans, as recommended by staff.

IV. Program Update**A. Community Services/ PIT Count Update**

Chairman Crouch recognized Elspeth Hilton who presented a Community Services/ PIT Count Update. Her presentation is attached hereto as **Exhibit F**.

No action is required, as this is an update to the Board.

V. Executive**A. Executive Update**

Chairman Crouch recognized J. Jacob Sipe, who presented the Executive Update.

1. Anchor Employer Demonstration Program:

- a. IHCD currently has four workforce housing initiatives in progress. The Board just heard information regarding the Modular Workforce Housing Pilot Program.
- b. There were four proposals submitted to IHCD related to the Anchor Employer Demonstration Program. J. Sipe stated that it was great to have the four proposals submitted.
- c. IHCD is anticipating getting them completely reviewed and being able to provide a recommendation to the Board next month.

2. West Calumet Workforce Housing:

- a. IHCD received three responses for the West Calumet Neighborhood Workforce Housing Initiative in East Chicago.
- b. IHCD staff is working diligently to get the proposals reviewed.
- c. The goal would be to bring the selected respondents to the September Board Meeting but if not staff will make a solid decision and bring the selections to the Board when it's appropriate.

3. VOA Fresh Start Ribbon Cutting:

- a. On August 2, 2019, the Lt. Governor and J. Sipe attended a ribbon cutting in Evansville with Volunteers of America for the Fresh Start Program.
- b. This program is one of three Fresh Start locations that will be opened the State of Indiana, targeting parents who have substance abuse disorders, who are moms or are pregnant.
- c. J. Sipe stated that he is really proud of the work that is going on with the Fresh Start.
- d. The next fresh start will be located in Columbus, IN, and is projected to open before the end of the year.

4. Diversity in Ag Day:

- a. J. Sipe thanked IHCDAs team who participated with another initiative that the Lt. Governor has undertaken, which is promoting diversity and agriculture at the Indiana State Fair on August 14, 2019.
- b. Several people from IHCDAs volunteered to participate in the event.
- c. He has only heard good things about the event.
- b. J. Sipe stated that he is very proud of the team for being a part of that event.

5. **Memorial Community Development Corporation:**

- a. Reverend Adrian Brooks and the Memorial Community Development Corporation's 25th Anniversary luncheon is being held immediately after the Board Meeting, probably within the next half an hour or so.
- b. IHCDAs has sponsored a table so if any Board members are interested and are available they are welcome attend.

6. **August Board Meeting Location:**

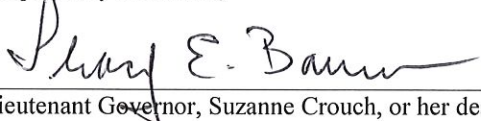
- a. Next month's Board Meeting will be held on September 26, 2019 at 10:00 am at the Marriott Downtown, Indianapolis, Indiana, as a part of the Indiana Housing Conference, which is being held in partnership with the Indiana Affordable Housing Council. The Indiana Housing Conference is a two day event.

No action is required, as this is an update to the Board
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VI. Other Business

There being no further business, a motion was made by Mark Pascarella to adjourn the meeting, which was seconded by J. June Midkiff; the motion passed unanimously and the meeting was adjourned at 11:22 a.m.

Respectfully submitted,



Lieutenant Governor, Suzanne Crouch, or her designee

ATTEST:



J. Jacob Sipe
Executive Director for IHCDAs

Exhibit A



INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY
RENTAL HOUSING TAX CREDIT (RHTC) PROGRAM
PROPOSED DEVELOPMENT SUMMARY
2019A-B Bond Round



PROJECT NAME: Friendship House

SITE LOCATION: 1010 Cumberland Ave.
West Lafayette, IN 47906

PROJECT TYPE: Rehabilitation & New Construction
PROJECT DESIGNATION: Elderly

APPLICANT: Allied Real Estate Partners, LLC

PRINCIPALS: Stewart Kline

OF UNITS AT EACH SET ASIDE

60% of AMI:	174
50% of AMI:	0
40% of AMI:	0
30% of AMI:	0
Market Rate:	0

UNIT MIX

Efficiency:	0
One bedroom:	170
Two bedroom	4
Three bedroom:	0
Four bedroom:	0
Total units:	174

TOTAL PROJECTED COSTS:	\$26,994,485
TAX CREDITS PER UNIT:	\$4,557.11

CREDIT REQUESTED:	\$792,938
CREDIT RECOMMENDED:	\$792,938
BOND VOLUME REQUESTED:	\$15,000,000
BOND VOLUME RECOMMENDED:	\$15,000,000

APPLICANT NUMBER:	2019A-B-001
BIN NUMBER:	IN-19-02000
DEVELOPMENT FUND LOAN NUMBER:	N/A
SELF SCORE:	109
IHCDA SCORE:	41

Exhibit B



INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY
RENTAL HOUSING TAX CREDIT (RHTC) PROGRAM
PROPOSED DEVELOPMENT SUMMARY
2018A-B Bond Round



PROJECT NAME: Sweet Galilee at the Wigwam

SITE LOCATION: 1229 Lincoln Street
Anderson, IN 46016

PROJECT TYPE: New Construction
PROJECT DESIGNATION: Assisted Living

APPLICANT: Sweet Galilee, LLC

PRINCIPALS: Gary Hobbs

OF UNITS AT EACH SET ASIDE

80% of AMI: 19
60% of AMI: 66
50% of AMI: 45
30% of AMI: 0
Market Rate: 0

UNIT MIX

Efficiency: 45
One bedroom: 85
Two bedroom: 0
Three bedroom: 0
Four bedroom: 0
Total units: 130

TOTAL PROJECTED COSTS: \$29,856,965
TAX CREDITS PER UNIT: \$7,922.15

CREDIT REQUESTED: \$1,029,880
CREDIT RECOMMENDED: \$1,029,880
BOND VOLUME REQUESTED: \$19,350,000
BOND VOLUME RECOMMENDED: \$19,350,000
DEVELOPMENT FUND REQUESTED: \$500,000
DEVELOPMENT FUND RECOMMENDED: \$500,000

APPLICANT NUMBER: 2018A-B-005
BIN NUMBER: IN-19-01900
DEVELOPMENT FUND LOAN NUMBER: DFL-019-127
SELF SCORE: 115
IHCDA SCORE: 68.5

Exhibit C



INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY
RENTAL HOUSING TAX CREDIT (RHTC) PROGRAM
PROPOSED DEVELOPMENT SUMMARY
2018A-B Bond Round



PROJECT NAME: A Safe Haven Veterans Apartments

SITE LOCATION: 7930 Iowa Street
Hobart, IN 46410

PROJECT TYPE: New Construction
PROJECT DESIGNATION: Supportive Housing

APPLICANT: A Safe Haven Foundation

PRINCIPALS: A Safe Haven Foundation

OF UNITS AT EACH SET ASIDE

60% of AMI:	37
50% of AMI:	19
40% of AMI:	0
30% of AMI:	19
Market Rate:	0

UNIT MIX

Efficiency:	0
One bedroom:	75
Two bedroom:	0
Three bedroom:	0
Four bedroom:	0
Total units:	75

TOTAL PROJECTED COSTS:	\$13,289,583
TAX CREDITS PER UNIT:	\$5,392.95

CREDIT REQUESTED:	\$404,471
CREDIT RECOMMENDED:	\$404,471
BOND VOLUME REQUESTED:	\$11,500,000
BOND VOLUME RECOMMENDED:	\$11,500,000
CDBG-DR REQUESTED:	\$7,900,000
CDBG-DR RECOMMENDED:	\$7,900,000

APPLICANT NUMBER:	2018A-B-014
BIN NUMBER:	IN-19-02100
CDBG-DR LOAN NUMBER:	DR2H-019-001
SELF SCORE:	59.5
IHCDA SCORE:	70.5

Exhibit D



REQUEST FOR PROPOSALS

for

LOAN SERVICING SOLUTIONS

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

30 South Meridian Street, Suite 900

Indianapolis, IN 46204

<http://www.in.gov/ihcda>

317-232-7777

ISSUE DATE: September 1, 2019

RESPONSE DEADLINE: November 4, 2019, 5:00 PM EDT

TABLE OF CONTENTS

PART 1 SCOPE OF THIS REQUEST

- 1. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)**
- 2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**
- 3. SCOPE OF SERVICES**
- 4. RFP TIMELINE**

PART 2 RFP PROCESS

- 1. SELECTION PROCESS**
- 2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT**
- 3. QUALIFICATIONS EVALUATION CRITERIA**
- 4. RESPONSIBLE RESPONDENT REQUIREMENTS**
- 5. RFP SUBMISSION ITEMS**
- 6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

PART 3 TERMS AND CONDITIONS

- 1. STATE POLICIES**
- 2. FEDERAL REQUIREMENTS**
- 3. RFP TERMS AND CONDITIONS**
- 4. QUALIFICATIONS COVER SHEET**
- 5. CERTIFICATION OF RESPONDENT**

PART 1

SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFP”)

The Indiana Housing and Community Development Authority seeks to contract with a contractor to service single family mortgage loans as detailed in the Scope of Services section of this RFP.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The Indiana Housing and Community Development Authority (“IHCDA”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

VISION

At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

OVERVIEW (for more information visit <http://www.in.gov/ihcda>)

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

3. SCOPE OF SERVICES

The Respondent, if selected would be required to participate in all of the following activities:

1. Work with IHCDA to purchase loans on a daily basis and service loans from participating mortgage lenders in accordance with IHCDA, Ginnie Mae, Fannie Mae and Freddie Mac guidelines on a servicing-released basis.

2. Meet all reporting guidelines as required by the IRS.
3. Provide a toll-free phone number for customer inquiries, which will be responded to in a reasonable period of time.
4. Create pools under Ginnie Mae, Fannie Mae, or Freddie Mac programs as soon as minimum pool sizes permitted by the above-named entities are reached based on pooling instructions provided by IHCDA or its designee. FHA-insured loans will be pooled under either the Ginnie Mae I or II programs. Conventional loans will be originated under the HFA Preferred program (for Fannie Mae) or the HFA Advantage Program (for Freddie Mac) using standard Fannie Mae and/or Freddie Mac guidelines, with private mortgage insurance from an IHCDA-approved insurance provider.
5. When loans are funded with bond proceeds, the Master Servicer will work with IHCDA and Trustee on a delivery schedule to deliver Ginnie Mae, Fannie Mae Certificates and/or Freddie Mac PCs to the Trustee according to a schedule agreed upon, which includes a minimum of one purchase for each Guarantor per month depending on volume. If other than bond proceeds are used, the Master Servicer will provide all services necessary to support the sale of loans and/or securities to investors. The Master Servicer will review sections of bond issue documents and IHCDA's Acquisition and Operating Policy related to Program loan servicing.
6. Provide monthly (or as requested) reports acceptable to IHCDA on pipeline status, turn times, lender report cards and program performance including delinquency reports on IHCDA loans in an acceptable electronic format.
7. Support IHCDA's Second Mortgage lending activities and service the second mortgages originated by participating lenders in conjunction with down payment assistance programs. The Master Servicer services the second mortgages without charging a servicing fee, forwarding the monthly payments (if applicable) to IHCDA. The borrower receives a single, combined coupon for the first and second mortgages.
8. Maintain agreed upon file review and purchase turn times.
9. Report information concerning all serviced programs to the IHCDA as required in the Agreement.
10. Keep IHCDA informed of industry changes that will affect the any of the IHCDA's Homeownership Programs.
11. Service loans, process foreclosures, remit monthly certificate payments, etc. according to industry standards and IHCDA requirements.
12. Work with IHCDA to lower delinquency rates within the portfolio.
13. Work with IHCDA to increase the number of loans originated by the participating Mortgage Lenders.
14. Render assistance to IHCDA, Trustee, and Participating Mortgage Lenders regarding technical questions and problems that might arise.
15. Meet with and advise IHCDA on the feasibility of proposed new Homeownership Programs.
16. Participate in the Homeownership Program Guide updates, training conference calls/webinars and attend lender meetings to explain compliance with loan purchase guidelines and procedures, as needed.
17. Assist IHCDA in creating and maintaining brand recognition for its Homeownership Programs.
18. Take all actions deemed necessary or appropriate in order to facilitate the implementation of IHCDA's Homeownership Programs.
19. Consult with IHCDA before terminating the ability of any approved, participating mortgage lender and obtain IHCDA's approval for termination based on mutually agreed upon guidelines. Consult with IHCDA before adding overlays to the program guidelines.

20. Respond to questions and requests from IHCD A within 24 hours or one business day of receipt.

4. **RFP TIMELINE**

September 1, 2019	RFP released to the general public.
November 4, 2019	Respondent must submit proposal by 5:00 PM EDT in PDF format.
November 22, 2019	Respondent will be notified of the day and time for the required presentation.
December 9-13, 2019	Presentations must be completed.
December 20, 2019	Tentative selection is made for Board Approval.
January 23, 2020	Tentative selective is taken to the Board for approval.

PART 2

RFP PROCESS

1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCD. Respondent must also be responsive and responsible as described in Section 2, and Section 4 of Part 2 of this RFP. Selection of a Respondent is at the sole discretion of IHCD.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Only those respondents who meet the following minimum criteria are eligible to submit a proposal in response to this RFP:

1. Be an approved and active issuer of Ginnie Mae and Fannie Mae Mortgage Backed Securities (“MBS”) and Freddie Mac Participation Certificates (“PCs”) in good standing.
2. Be able to assign and identify experienced staff within two weeks of bid acceptance to assist in development and negotiation of final terms.
3. Can demonstrate to the satisfaction of IHCD that it can perform the duties set forth herein with staff who have sufficient authority, training, and experience to perform the duties in an efficient and effective manner.
4. Can demonstrate that it has computerized loan tracking and reporting systems that meet IHCD’s requirements. Such systems must be compatible with IHCD’s current loan reservation and management system, as described below.
5. Can demonstrate to IHCD it has in place a program, which meets Ginnie Mae, Fannie Mae and Freddie Mac guidelines, to identify and work with delinquent borrowers to consider and evaluate all necessary options to bring them current, reduce delinquencies and avoid foreclosure.
6. Will have prior experience administering a daily priced market-rate program.
7. Have the ability to service community second mortgages with a variety of loan terms including shared appreciation.
8. Can provide the most recent Statement on Standard Attestation Engagement (SSAE) satisfactory to IHCD.
9. Can provide proof of insurance and bond requirements with amounts, limits and coverage satisfactory to IHCD.

3. QUALIFICATIONS EVALUATION CRITERIA

IHCD may award a contract to the respondent, whose proposal is most advantageous to IHCD and, in IHCD’s opinion, the originating lenders and prospective homebuyers under IHCD’s homeownership programs. IHCD reserves the right to award a contract to the respondent who will best meet the requirements of this RFP, and not necessarily to the respondent with the lowest bid. Principal considerations will be:

1. The amount of the bid, in the form of a percentage of outstanding principal amounts of each loan. The bid should also define all loan costs, which include and are not limited to, proposed charges for non-performing loans, including various stages of non-performance up to and including foreclosure.
2. Prior experience with wholesale and retail mortgage loan origination, servicing and securitization (including experience with VA-guaranteed, FHA-insured and RHS-guaranteed mortgage loans, Ginnie Mae and Fannie Mae pools, and Freddie Mac PCs).
3. Evidence of prompt loan packaging and pooling of loans.

4. Evidence of prompt loan packaging and sale of certificates to bond trustee to meet bond issue requirements.
5. Evidence of prompt loan boarding to service loans after purchase from participating lenders.
6. Prior experience administering homeownership programs including tax-exempt mortgage revenue housing bond programs or similar state or municipal housing finance agency programs, if available.
7. The experience and background of staff actually assigned to IHCD and previous successful experience with programs offered by IHCD.
8. Financial soundness of the respondent.
9. Evidence of experience with creating operational documents, manuals, training materials and conducting training sessions.
10. Ability to meet IHCD's second mortgage servicing needs and reporting requirements.
11. The acceptability and flexibility of the computer services and data sharing offered by the respondent. Currently, IHCD uses a Web based integrated system from Roeing Corporation to track the mortgage loan process from loan reservation to loan purchase for the bond portfolio. Please contact Brad Forgey, Director of Software Services, Roeing Corporation at (888) 787-5402 for more information about the system.
12. The ability to meet the electronic reporting requirements of IHCD in a timely and responsible manner.
13. An assessment of the Respondent's ability to deliver the indicated service in accordance with the specifications set out in the RFP.

4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCD shall not award any contract until the selected Respondent, has been determined to be responsible. A responsible Respondent must:

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCD (if applicable);
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the Respondent shall be advised of the reasons for the determination.

5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

The Respondent's proposal should address all of the "Minimum Qualifications and Requirements" and "Evaluation Factors" outlined in this RFP and answer the following (utilize Exhibit A):

1. Please provide copy of your most recent audited financial statements.
2. Please provide examples of your experience supporting a diverse Mortgage Lender clientele with wholesale operations statewide or nationwide. List single family tax-exempt bond issues since January 2016 for which you are the Master Servicer for MBS funded by such issues.
3. Please include written references from five (5) client Mortgage Lenders outlining your average time to purchase upon submittal and how you deal with documentation and loan file review issues.
4. Please provide a list of all TBA Providers with which your firm currently interfaces as a loan servicer. Please include a reference from at least one of these organizations.
5. Location of office that will service loans and administer the program. Indicate whether there is a toll free telephone number that will be available to Borrowers.
6. What strategies will you employ to ensure loans are purchased quickly and with minimum extension fees to the lenders and negative arbitrage to IHCDA?
7. What are your guidelines and processes for approving and deactivating lenders in programs? What is your timeframe for that process? How will you coordinate these processes with IHCDA? Provide your lender approval requirements.
8. Describe your process in how you warehouse mortgage loans.
9. What is the significance of warehousing loans and the time frame that must be committed?
10. Describe your organizational and technological approach to performing in the capacity of a loan servicer. What is the current computer system you will use to operate all Homeownership Programs offered by IHCDA? Estimate the amount of time it will take to provide the necessary services and reports required by IHCDA. Can your organization download loan information to IHCDA electronically? Who on your staff will be responsible for providing computer services? Describe the experience level of your computer staff.
11. All program manuals and forms are located and maintained on a website. Please review these documents at <https://www.in.gov/ihcda/homeownership/2371.htm> by clicking on each program manual and indicate how you would transition these documents into your operations for use by our lenders.
12. Please provide examples of experience of working with participating lenders and your origination's ability in creating operational documents, manuals, training materials and the conducting of training sessions.
13. Describe the activities you would use to minimize the turnaround time between loan file review and mortgage loan purchase. If your staff is behind on file review, will you take responsibility for your portion of the extension fees?
14. Please provide the average time to process loans, from the time a loan purchase file is received through the purchase and pooling process until the certificate is purchased by the Trustee. Please limit your response to recent performance (the last two years).
15. Describe the activities you would use to market Homeownership Programs on behalf of IHCDA.
16. Describe how you would assist IHCDA build on the two components of brand knowledge while servicing the Homeownership Programs.

17. IHCD may develop new programs during the term of any agreement it enters into with the selected respondent. Please describe how the Respondent would be best able to assist IHCD with development and implementation of new affordable housing programs geared toward increasing minority participation.
18. IHCD currently operates several highly successful Down Payment Assistance Programs (DPA). Second Mortgages are originated according to specific criteria with the Homeownership Programs first mortgages and the funds are used by borrowers for DPA and/or closing costs. The selected respondent would be required to service the second mortgages on behalf of IHCD along with the first lien mortgages. Please explain if you are able to service second mortgages with one payment coupon to the borrower for the first and second with no ongoing servicing fee and what type of reporting you can provide monthly on the performance of IHCD's second mortgage portfolio. Describe your experience with deferred payment second mortgages. Provide examples of your experience servicing second mortgages.
19. If your staff quotes incorrect short payoffs of first and second mortgages, will you make IHCD whole?
20. IHCD currently uses a third party to facilitate TBA hedging, describe how you would assist or discourage IHCD in or from hedging programs.
21. Please provide your process of approval for down payment assistance programs (DPA).
22. Please provide the names and background information of the primary personnel you propose to assign to the Agreement and the addresses of offices where they are located. If you do not plan to assign personnel that will be physically located in the State of Indiana, please indicate what efforts you will make to provide a high level of service to participating lenders and IHCD during the term of the Agreement.
23. Please provide examples of how your Master Servicing staff has solved recent problems related to the purchasing and servicing of mortgages in your current programs.
24. Please provide a detail of your process of handling delinquency and of an insurance claim.
25. Describe your process of handling foreclosure proceedings.
26. Describe the dollar amount and delinquency history of your Ginnie Mae, Fannie Mae and Freddie Mac servicing portfolio for the previous three years. What early delinquency intervention activities do you undertake? Will these activities be available for the mortgage loans serviced on behalf of IHCD?
27. Provide your current CRA evaluation and rating, if applicable.
28. Does your firm currently have an errors and omissions insurance policy or similar insurance that will cover the Respondent's activities under the Agreement? Will the Respondent add IHCD as a named insured?
29. What fees, if any do you charge to borrowers or participating lenders for loan administration services including processing/underwriting, funding, tax service, flood cert transfers, document upload, etc.? (Any such fees will be considered in evaluating the value of your bid for servicing release.)
30. Describe any integrated planning or capital expenditure for existing and future technology.
31. Please indicate whether you are under a Cease and Desist order now by your regulator. If yes, describe your situation and why you believe the order would not impact your ability to service loans.
32. Please define who your regulators are, if any.
33. What underwriting overlays would you require for any Homeownership loans in addition to what is already required by FHA, VA, USDA and conventional guidelines? Do you have overlays related to the FHA flipping policy, manual underwriting, credit score, back end ratio, or purchase of loans for manufactured homes? Do you have TRID overlays?

34. How would you administer the 203(k) Streamline program in conjunction with all Homeownership Programs?
35. Do you have the ability, capacity and willingness to offer participating lenders a line of credit?
36. Do you have the ability to sponsor lenders in DU and LP?
37. At times, participating lenders may be slow to respond to loan file deficiencies. Please describe your aged loan policy.
38. How do you determine the fee you would charge IHCDA to purchase back the servicing rights? If a formula or other method is utilized, please provide the details of the method.
39. State the Servicing Release Fee you will pay, calculated as a percentage of the outstanding principal amount of each loan acquired by you under IHCDA's Homeownership Programs and payable upon acquisition of each loan, assuming approximately 80% of the mortgage loans are pooled into Ginnie Mae certificates and 20% are pooled into Fannie Mae or Freddie Mac certificates. The annual net servicing fee (excluding any guarantee fees) will be based on the type of loan. Please indicate your bid under the following:
 - a.

	Net Servicing Fee:	Servicing Release Fee:
Ginnie Mae:	.19%	_____ %
	.315%	_____ %
	.44%	_____ %
	.565%	_____ %
Fannie Mae:	.25%	_____ %
Freddie Mac:	.25%	_____ %
 - b. How much are you willing to pay the IHCDA for Excess Servicing on conventional loans? Is there a limit on how much Excess Servicing you are willing to purchase? _____ (%)
 - c. Extension fees? _____

6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Respondent's proposal must be submitted via email. All documents must be submitted in PDF only.

Homeownership@ihcda.in.gov

The deadline for submission is November 4, 2019 at 5:00 PM EDT.

Applications that miss the submission deadline and/or do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.

PART 3

TERMS AND CONDITIONS

1. STATE POLICIES

1. **ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
2. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCD in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the selected Respondent in writing unless a specific waiver has been obtained from the IHCD Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
3. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
4. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
5. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCD will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
 - A. The RFP.
 - B. A list of all vendors who received the RFP.
 - C. The name and address of each Respondent.
 - D. The amount of each offer.
 - E. A record showing the following:
 1. The name of the successful Respondent.
 2. The dollar amount of the offer.

3. The basis on which the award was made.
- F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
1. trade secrets;
 2. manufacturing processes;
 3. financial information not otherwise publicly available; or
 4. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.
6. **TAXES, FEES AND PENALTIES:** By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDCA of any such actions.
7. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDCA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDCA, should IHCDCA select Respondent. Further, IHCDCA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.
8. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
 - b. Unfair competition or conflict of interest in the decision-making process;
 - c. An illegal, unethical or improper act; or
 - d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Attorney, who shall issue a written decision on the matter. The Compliance Attorney may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDCA will be examined and acted upon

by the Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

3. RFP TERMS AND CONDITIONS

This request is issued subject to the following terms and conditions:

1. This RFP is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
2. IHCDa expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
3. IHCDa reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
4. IHCDa reserves the right to reject any or all companies, to waive any informality in the RFP

- process, or to terminate the RFP process at any time, if deemed to be in its best interest.
5. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
 6. In no event shall any obligations of any kind be enforceable against IHCDCA unless and until a written agreement is entered into.
 7. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
 8. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
 9. IHCDCA reserves the right not to award a contract pursuant to the RFP.
 10. All items become the property of IHCDCA upon submission and will not be returned to the Respondent.
 11. IHCDCA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
 12. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
 13. The Respondent understands that IHCDCA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDCA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
 - i. Cease all activities with that Respondent.
 - ii. Begin contract preparation activities with the next highest ranked Respondent.
 14. A copy of IHCDCA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDCA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
 15. Additionally, IHCDCA will not agree to any of the following terms or conditions:
 - a. Any provision requiring IHCDCA to provide insurance
 - b. Any provision requiring IHCDCA to provide indemnity
 - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
 - d. Any provision providing that suit be brought in any state other than Indiana
 - e. Any provision providing for resolution of contract disputes
 - f. Any provision requiring IHCDCA to pay any taxes
 - g. Any provision requiring IHCDCA to pay penalties, liquidated damages, interest or attorney's fees
 - h. Any provision modifying the applicable Indiana statute of limitations
 - i. Any provision relating to the time within which a claim must be made
 - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
 - k. Any provision limiting disclosure of information in violation of the Access to Public Records Act, IC 5-14-3
 - l. Any provision providing for automatic renewal
 - m. Any provision requiring IHCDCA to agree to limit the liability of the Respondent

IHCDA reserves the right to reject any or all proposals prior to the execution of an agreement, with no penalty or cost to IHCDA, and to negotiate final terms of an agreement with the most qualified respondent. Additional terms include the following:

1. Mortgage loans may be originated in connection with multiple bond issues throughout the expected term of any agreement with the selected respondent, if applicable. The selected respondent must deliver these mortgage loans in accordance with this RFP.
2. The selected respondent will be expected to negotiate appropriate master purchase and pooling agreements to meet the requirements expected in this RFP.
3. For loans funded using the proceeds of tax-exempt bonds, IHCDA intends that the obligations of the selected respondent will continue until the bonds are fully paid, though such obligations will be primarily loan servicing (as described above) following the scheduled origination period.
4. For loans originated and either sold in whole-loan form or sold to investors as Ginnie Mae, Fannie Mae, or Freddie Mac MBS, the selected respondent must provide the services normally associated with such activities. The selected respondent must also adjust its activities and services to support changes in the loan origination and funding practices of IHCDA.
5. The IHCDA reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted.
6. IHCDA reserves the right without prejudice to reject any or all proposals and to negotiate a final acceptable proposal with the most qualified respondent selected by IHCDA.

4. QUALIFICATIONS COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATIONS
Contact Person:

Title:
Email Address:
Phone:

Contract Signatory
Authority:

Title:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of

the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____

Exhibit E

IHCDA Loan Servicing Solutions

IHCDA HOMEOWNERSHIP

IHCDA leverages government and private funds to invest in financially sound mortgages to help benefit first-time and current homebuyers.

BOND Volume 2018-Current

1419 purchased loans @ \$187,069,356

Average Mortgage of \$131,831.83

TBA Volume 2018-Current

2091 purchased loans @ \$252,621,298

Average Mortgage of \$120,813.63

IHCDA currently has 6,500 loans serviced by US Bank

Average loan lifecycle = 6 ½ - 7 years

WHAT AND WHY?

- What is Servicing?
 - Loan servicing is the process by which a servicer collects interest, principal, and escrow payments from a borrower and then distributes to the vendors, insurance company, government, etc.
 - The successful respondent must be an approved and active issuer of Ginnie Mae and Fannie Mae Mortgage Backed Securities (“MBS”) and Freddie Mac Participation Certificates (“PCs”) in good standing.
- Why is Servicing important?
 - Responsible for handling the full administration of the loan which is critical for the borrower, the investor (owner of the loan) and the taxing authority.
- What is the landscape?
- Why solicit a Request for Proposal (RFP)?
 - Risk Mitigation
 - Branding
 - Customer Service
 - Pricing

FROST & SULLIVAN STRATEGIC ANALYSIS

In April 2018 Frost & Sullivan, a growth strategy consulting and research firm, completed a “Loan Servicing Platform Strategic Analysis” providing IHCDa with the following scenarios, comparing various financial, strategic and operational factors in each case over a snapshot of 10 years;

1. Direct Servicing - Build
2. Sub/Self Servicing – Transition then build
3. Sub-Servicing – 100% Migration
4. M & A - Buy

Frost & Sullivan Recommendation

Sub/Self Servicing – Transition, then “Build”.

IHCDA would begin a sub-servicing model to transition into a full servicing model with their own portfolio.

IHCDA'S RFP OPTIONS

SERVICERS

- ☐ US Bank Home Mortgage
- ☐ Lakeview Loan Servicing
- ☐ Dovenmuehle Mortgage

HOUSING AUTHORITIES

- ☐ Idaho Housing and Finance Association
- ☐ Pennsylvania Housing Finance Agency
- ☐ Alabama Housing Finance Authority

BLACK KNIGHT, INC.

(a software servicing platform)

- New York Stock Exchange (BKI)
- 75 Customers
 - Three largest servicers in the nation
 - Wells Fargo
 - JP Morgan
 - US Bank
- 9.5 billion market capitalization
- Interested in working with IHCDa to *de novo* a servicing business
 - BKI's business model includes helping venders start a serving business from the ground up

RFP HIGHLIGHTS

Questions

Exhibit F

Community Services Division

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

ELBY HILTON, DIRECTOR OF COMMUNITY SERVICES

317-234-3889 ELHILTON@IHCDA.IN.GOV



Indiana Housing & Community Development Authority
37 of 47

ABOUT COMMUNITY SERVICES

Division of IHCD that oversees funding and resources to prevent and end homelessness

Key roles: HMIS Lead, Grants, CoC Collaborative Applicant, Point in Time Count Coordinator

The Continuum of Care (CoC) is a HUD program designed to promote communitywide commitment to the goal of ending homelessness.

- Provides funding to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness;
- Promotes access to and effect utilization of mainstream programs by homeless individuals and families;
- Optimizes a self-sufficiency among individuals and families experiencing homelessness.

CoC Board: Entity established by CoC to act on behalf of CoC.

- Required to: Operate a CoC, plan for CoC geographic area, operate HMIS

HMIS: HOMELESS MANAGEMENT INFORMATION SYSTEM

- Collects client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
- Complies data with HUD's data collection, management, and reporting standards.
- IHCD is the HMIS Lead of BoS CoC and manages on behalf of BoS CoC.

GRANTS

- Emergency Solutions Grant (ESG)
- Housing Opportunities for Persons with Aids (HOPWA)
- Temporary Assistance for Needy Families (TANF-Block Grant)
- Continuum of Care (CoC)



POINT IN TIME COUNT (PIT)

Point in Time Count (PIT): *A nationwide count of sheltered and unsheltered homeless persons on a single night in January.*

- HUD requires all CoC's to provide an unduplicated count of homeless persons according to HUD standards.
- PIT count is currently the most feasible method for gathering important information on homeless individuals and families.
- IHCD coordinates the PIT count on behalf of CoC BoS board.
 - Regional Chair/PIT Coordinators organize local effort.
- Once the data is compiled, a report is released to HUD and disseminated through local/state wide channels.

2019 IN BOS CoC Pit Basics:

- Date of PIT: 01/23/2019
- Submission date: 04/29/2019

SHELTERED VS UNSHELTERED PERSONS: BOS

2018	2019
Sheltered: 3133	Sheltered: 3367 7.5% increase
Unsheltered: 443	Unsheltered: 537 21% increase
TOTAL COUNT: 3576	TOTAL COUNT: 3904 9% increase

SHELTERED VS UNSHELTERED PERSONS: STATE WIDE

BOS CoC	Marion Co. CoC	TOTAL STATE:
Sheltered: 3367	Sheltered: 1462	Sheltered: 4829
Unsheltered: 537	Unsheltered: 105	Unsheltered: 642
TOTAL COUNT: 3904	Total Count: 1567	Total Count: 5471 (4% increase)



SPECIAL POPULATIONS: BOS

Population (People)	2018	2019
Chronically homeless	226 (7% of total)	241 (6% of total) 6% increase
Veterans	296 (8% of total)	349 (9% of total) 16% increase
Veterans defined as chronically homeless	25 (8%)	25 (7%) No Change
Families experiencing homelessness	1099	1276 16% increase

SPECIAL POPULATIONS STATE WIDE

Population	Marion County CoC	BOS CoC	Total
Chronically homeless	125 persons	241 persons	366 persons
Veterans experiencing homelessness	269 persons	349 persons	618 persons
Families experiencing homelessness	121 households 412 persons	423 households 1276 persons	544 households 1688 persons

BOS & STATE PIT COMPARISON

